

EXHIBIT D
TO THE DECLARATION OF
LIEUTENANT PHILIP JUDSON



SAN FRANCISCO SHERIFF'S DEPT. ELECTRONIC MONITORING PROGRAM
PARTICIPANT CONTRACT: PRE-SENTENCED INDIVIDUALS

INTRODUCTION

You have been placed in the Electronic Monitoring Program (EMP) as an alternative to incarceration. Based on the monitoring equipment you are issued, this program uses technology to alert a central monitoring station each time you leave and enter your home (GPS based monitoring), track your movements in the community (GPS), or test positively for the consumption of alcohol (Breath Alcohol Testing or Transdermal Alcohol Testing). The monitoring system will also report equipment tampering, low battery alarms, power outages that impact equipment recharging, and loss of telecommunication service that impacts equipment reporting capabilities.

Upon enrollment, the required equipment will be installed or issued to you. This equipment can only be removed or returned after you complete the program, unless otherwise directed by the Court or the Sheriff's Department.

The Court decides your level of supervision. If your supervision includes Home Detention while on the monitoring program, you are required to remain inside your home except for activities authorized by the Court. An alert will be sent to the Sheriff's Department for any violation as set by the Court, and/or the attached Program Rules.

PROGRAM EQUIPMENT

Any monitoring, tracking, or testing equipment issued to you is the property of Sentinel Offender Services, LLC ("Sentinel"). It is your responsibility to prevent damage to or loss of all issued equipment. Your failure to return such equipment, upon request by Sentinel and/or the San Francisco Sheriff's Department may result in the filing of additional criminal charges against you.

PROGRAM SCHEDULE

At the time of enrollment, Sheriff's staff will establish a daily activity schedule based on your permitted activities such as employment, counseling, drug or alcohol abuse treatment and any other permitted activities.

The Court may establish a curfew based on your work schedule and other permitted activities. All requests for schedule changes must be handled by the program administrator or designated staff. Requests for schedule changes can only be made by phone Monday through Friday from 10:00 am to 5:00 pm and only if made 48 hours in advance. It is your responsibility to plan your approved activities in advance so that last minute schedule changes do not occur.

DRIVING PRIVILEGES

If you are driving a vehicle while on the program, you will be required to provide a valid driver's license at the time of your enrollment in the program. A participant whose license has been suspended or revoked shall not operate a motor vehicle.



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NOTIFICATIONS

In the event of a medical emergency, it is your responsibility to notify the San Francisco Sheriff's Department after hours by calling 415-575-6461 or Sentinel during business hours at 650-449-9004. You will be responsible for providing written proof of the emergency to the program administrator the following business day, no later than 3 p.m. You will remain in violation of the program rules until proof of any time away is received.

PARTICIPANT AGREEMENT

1. I acknowledge that I am voluntarily enrolling in the Electronic Monitoring Program. I understand that the services provided by Sentinel are subject to technical issues or environmental situations out of the control of Sentinel that may impact the performance of any of the monitoring equipment. This may compromise the effective monitoring ordered by the SFSD to include court ordered obligations resulting in my removal from the program and/or remand into custody. These include:
 - (a) Loss of telecommunication network service
 - (b) Loss of local electrical service that impacts the ability to recharge the monitoring equipment
 - (c) Equipment damage that affects its performance
 - (d) Failure of the participant to recharge the monitoring equipment; and
 - (e) Any unforeseen situation that prevents the equipment or monitoring service from effectively operating (collectively the "Outside Factors").
2. I acknowledge that Sentinel warrants that its services under this Agreement will materially conform as described above, but Sentinel does not warrant that the services will be available on a specified date or time or that the services will function on an error-free basis. At any given time, the equipment or software used in connection with this Agreement may malfunction and failures in the services may occur from time to time. Sentinel is not responsible for (a) outside factors, or (b) any claim arising out of uses of the monitoring equipment not in accordance with the applicable instructions for use and labeling.

SENTINEL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANT ABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.
3. I acknowledge that Sentinel's total aggregate liability under this Agreement shall not exceed the aggregate fees or other amounts paid by you to Sentinel for products and/or services pursuant hereto. I further acknowledge that Sentinel would not be able to provide monitoring services or would not be able to provide monitoring services to you at an affordable price without this limitation.



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4. I ACKNOWLEDGE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SENTINEL, OR ITS MEMBERS, DIRECTORS, OFFICERS, AGENTS, STAFF, OR EMPLOYEES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECTOR, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION) DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, YOUR INCARCERATION OR ARREST, FAILURE TO MEET ANY DUTY (INCLUDING THOSE OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR ANY OTHER MONETARY OR OTHER LAWS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE PROVIDED BY SENTINEL EVEN IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.
5. I agree to the use of electronic monitoring or supervising devices for the purpose of verifying my compliance with the rules and regulations of the program. The devices shall not be used to eavesdrop or record any other conversation, except those between me and the National Monitoring Center personnel, which is required to record all telephone interaction with program participants.
6. I agree to respond to all telephone calls from the Sheriff's Department and/or the Electronic Monitoring Program.
7. I agree to attend scheduled court appearances, if required.
8. I acknowledge that in court, I knowingly waived my 4th Amendment rights and agree to submit my person, property, place of residence and /or personal effects to search at my time, with or without a warrant and with or without probable cause.
9. I acknowledge that my electronic monitoring data may be shared with other criminal justice partners.
10. If I am on home detention, I understand that if I am returned to custody for any reason, I may not be entitled to receive Credit for Time Served (CTS) equivalent to the period that I am no longer monitored because of my action/s or inaction/s.



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ATTESTATION

I have been advised that my participation in the Electronic Monitoring Program (EMP) is voluntary and that, if I prefer, I may stay in custody at a jail facility. These program guidelines have been explained to me and a copy given to me. I agree to comply with all program rules and regulations, mandated by the Court and the SFSD. I further understand that failure to follow program guidelines may result in my immediate return to custody.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the Electronic Monitoring Program.

Today I was issued device with serial number #: 20279684 placed on
right ankle

Joshua Simon

Participant Name (Print)

[Signature]

Participant Signature

05/28/2022

Date

Estephanic Torres

Sentinel Representative (Print)

Estephanic Torres

Sentinel Representative Signature

May 28, 2022

Date

Sentinel Phone Number: 650-449-9004

SFSD Phone Number: 415-575-6461



**SAN FRANCISCO SHERIFF'S DEPT. ELECTRONIC MONITORING PROGRAM
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CURFEWS, PERMITTED ACTIVITIES & STAY AWAYS

Name:

Jahua Simon

Tracking only.

Curfew schedule (if applicable):

DAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
TIME							
TIME							
TIME							
TIME							

NOTE: You are not entitled to receive Credit for Time Served (CTS) unless you are under mandatory court-imposed curfew, while you are enrolled in the Electronic Monitoring Program.

Approved activities (if applicable):

ACTIVITY / TIME	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY

Stay away orders (if applicable):

Stay Away 100yds from

